

AGRICULTURAL LEASE AGREEMENT

This Agricultural Lease Agreement (“Agreement”) is entered into effective June 1, 2026, by and between Kimberly School District No. 414 (“District”), and E & M Farms (“Tenant”).

1. Property

The District hereby leases to Tenant approximately thirty-three (33) cultivated acres of district-owned agricultural property commonly referred to as the Olsen property and located within Twin Falls County, Idaho (“Property”).

2. Term

The term of this Agreement shall begin on June 1, 2026, and continue through May 31, 2027.

This Agreement shall automatically renew for successive one-year terms unless either party provides written notice of termination to the other party on or before December 1 preceding the next renewal term.

3. Rent

Tenant shall pay the District annual rent at the rate of Three Hundred Twenty-Five Dollars (\$325.00) per acre for approximately thirty-three (33) acres, for a total annual rent of Ten Thousand Seven Hundred Twenty-Five Dollars (\$10,725.00).

Payment shall be due on or before December 1 of each lease year and made payable to:

Kimberly School District No. 414

141 Center Street West

Kimberly, Idaho 83341

The annual rental rate may be adjusted by written agreement of the parties, subject to approval by the District. If the parties are unable to agree upon a revised rental rate, the existing rental rate shall remain in effect for the next renewal term unless either party provides written notice of termination pursuant to this Agreement.

4. Permitted Use

The Property shall be used solely for lawful agricultural purposes. Tenant shall not use the Property for any unlawful purpose or permit waste or nuisance upon the Property.

5. No Property Interest

This Agreement grants only a temporary right of use and occupancy. Tenant acknowledges the District may require the Property for future school district purposes, including development or construction.

Tenant shall have no ownership interest or continuing right to use the Property beyond the stated term of this Agreement.

6. Maintenance and Condition

Tenant accepts the Property in its present condition and shall maintain the Property in a reasonable and safe condition during the term of this Agreement.

Tenant shall not make permanent improvements or alterations without prior written consent of the District.

7. Insurance and Indemnification

Tenant shall maintain general liability insurance in an amount acceptable to the District and shall provide proof of insurance upon request.

Tenant agrees to indemnify, defend, and hold harmless Kimberly School District No. 414, its Board of Trustees, employees, and agents from any claims, damages, losses, or liabilities arising from Tenant's use of the Property.

8. Compliance with Law

Tenant shall comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the use of the Property.

9. Assignment

Tenant shall not assign or sublease this Agreement without prior written consent of the District.

10. Termination

The District may terminate this Agreement:

- a. Upon breach of any material term of this Agreement; or
- b. Upon written notice as provided in Section 2 of this Agreement.

11. Prior Arrangements

This Agreement supersedes any prior oral or informal arrangements regarding use of the Property.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior written understandings relating to the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

KIMBERLY SCHOOL DISTRICT NO. 414

By:

Title:

Date:

E & M FARMS

By:

Title:

Date: